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RECORDED AT THE REQUEST OF
AND WHEN RECORDED MAIL TO:
STATE OF CALIFORNIA
California State Lands Commission
Attn: Title Unit
100 Howe Avenue, Suite 100-South
Sacramento, CA 95825-8202

**STATE OF CALIFORNIA
OFFICIAL BUSINESS**

Document entitled to free recodation
pursuant to Government Code Section 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

A.P.N. N/A
County: Ventura

W 25954

LEASE PRC _____

This Lease consists of this summary and the following attached and incorporated parts:

Section 1	Basic Provisions
Section 2	Special Provisions Amending or Supplementing Section 1 or 4
Section 3	Description of Lease Premises
Section 4	General Provisions

SECTION 1

BASIC PROVISIONS

THE STATE OF CALIFORNIA, hereinafter referred to as Lessor acting by and through the **CALIFORNIA STATE LANDS COMMISSION** (100 Howe Avenue, Suite 100-South, Sacramento, California 95825-8202), pursuant to Division 6 of the Public Resources Code and Title 2, Division 3 of the California Code of Regulations, and for consideration specified in this Lease, does hereby lease, demise and let to the **Beach Erosion Authority for Clean Oceans and Nourishment (BEACON)**, hereinafter referred to as Lessee, those certain lands described in Section 3 subject to the reservations, terms covenants and conditions of this Lease.

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ADDRESS: 501 Poli Street
Ventura, California 93001

LEASE TYPE: General Lease - Public Agency Use

LAND TYPE: Filled tidelands

LOCATION: Seacliff, Ventura County

LAND USE OR PURPOSE: Installation and maintenance of a submerged artificial reef and the placement of approximately 15,000 cubic yards of sand on the adjacent beach for nourishment

TERM: 10 years; beginning 90 days before construction; and ending 10 years following start date, unless sooner terminated as provided under this Lease.

Deleted: March 1, 2006; ending February 28, 2016

CONSIDERATION: The public use and benefit, with the State reserving the right at any time to set a monetary rent if the Commission finds such action to be in the State's best interest.

AUTHORIZED IMPROVEMENTS:

 EXISTING: N/A

X **TO BE CONSTRUCTED:** Geotextile bags filled with approximately 23,000 cubic yards of sand to be placed offshore of the former Mobil Oil Piers at Seacliff

CONSTRUCTION MUST BEGIN BY: N/A

AND BE COMPLETED:

Within 180 days after start of construction

Deleted: of receipt of all permits

LIABILITY INSURANCE: \$1,000,000

SURETY BOND OR OTHER SECURITY: N/A

SECTION 2 SPECIAL PROVISIONS

BEFORE THE EXECUTION OF THIS LEASE, ITS PROVISIONS ARE AMENDED, REVISED OR SUPPLEMENTED AS FOLLOWS:

1. It is understood that the submerged artificial reef and beach nourishment is a demonstration project to evaluate the effectiveness of the design; to minimize the erosion of sand from the beach; and to determine its potential applicability to other locations.
2. Construction of the submerged artificial reef will be done by the U.S. Army Corps of Engineers pursuant to the "January 2005 Final Environmental Assessment/Negative Declaration for Section

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227 National Shoreline Erosion Control Development and Demonstration Program at Oil Piers, Ventura County.”

3. Lessee is responsible for ensuring that public access to the beach fill area is maintained and for keeping the Lease Premises in a clean and safe condition.
4. Lessee agrees that printed material, such as handouts and signs or other types of printed notices installed to provide notification of the public use and benefit of the project as set forth herein, shall contain and reasonably display a statement acknowledging the California State Lands Commission as having contributed lands for the project. The statement may read as follows: “A portion of the land required for the Section 227 National Shoreline Erosion Control Development and Demonstration Program at Oil Piers was contributed by the California State Lands Commission.”
5. No equipment or vehicle maintenance shall take place on the Lease Premises.
6. All waste material and debris shall be entirely removed from the Lease Premises.
7. Lessee acknowledges and agrees:
 - a. The site may be subject to hazards from natural geophysical phenomena including, but not limited to, waves, storm waves, tsunamis, earthquakes, flooding and erosion.
 - b. To assume the risks of injury and damage to Lessee, its agents, employees, contractors, permittees, invitees and guests and the Leased Lands from such hazards in connection with the development and use of the Leased Lands subject to any Coastal Development Permit.
 - c. To unconditionally waive any claim or damage or liability against the State of California, its agencies, officers, agents, and employees for injury and/or damage from such hazards to Lessee, its agents, employees, contractors, permittees, invitees and guests.
 - d. To indemnify, hold harmless and, at the option of Lessor, defend the State of California, its agencies, officers, agents, and employees, against and for any and all liability, claims, demands, damages, injuries, or costs of any kind and from any cause (including costs and fees incurred in defense of such claims), expenses, and amounts paid in settlement arising from any alleged or actual injury, damage or claim due to site hazards or connected in any way with respect to the approval of any Coastal Development Permit involving the Leased Lands.
8. Within 90 days of completion of the work on the Lease Premises, Lessee will provide to Lessor a set of photographs and “as-built” construction plans showing all field changes or other modifications to the plans as originally approved for construction.
9. Lessee will provide Lessor with copies of any and all monitoring reports or notifications to other agencies prepared in conjunction with the Project.
10. Lessee is responsible for removal of the submerged artificial reef and restoration of the site, if required.

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